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instrument relieve the wrongdoer from liability, *Hammil v. Pennsylvania R. R.* (1894) 56 N. J. L. 370, 29 Atl. 151; nor the intervention of a responsible agent, *Southern Ry. Co. v. Webb* (1902) 116 Ga. 152, 42 S. E. 395, unless acting in a manner not reasonably to have been anticipated. *Perry v. R. R. Co.* (1881) 66 Ga. 746. Where two persons are concurrently negligent, recovery may be had against either. *McClellan v. St. Paul etc. Ry. Co.* (1894) 58 Minn. 104, 59 N. W. 978. In the instant case the court does not make plain what it means by negligence. If there was no negligence toward the plaintiff, clearly there can be no recovery. If there was such negligence, it is a question of fact for the jury whether it was the proximate cause of the injury, *Gudfelder v. Ry. Co.* (1904) 207 Pa. St. 629, 57 Atl. 70; unless the facts are undisputed and only one inference is to be drawn from them. See *Gudfelder v. Ry. Co.*, *supra*, 636. The instant case, it is submitted, should not have been taken from the jury.

TRADE UNIONS—INJUNCTIONS—EMPLOYERS ENJOINED FROM BREACH OF CONTRACT.—The plaintiff labor union contracted with the defendant employers' association on May 29, 1919. The contract provided for the "week-work" system of employment and a reduction of hours, and was to remain in force until June 1, 1922. On Oct. 25, 1921 the defendant association passed a resolution in violation of the terms of the contract. Upon a motion to enjoin the defendant association from conspiring to violate the contract of May, 1919, *held*, the plaintiff was entitled to an injunction. *Schlesinger v. Quinto* (Sup. Ct. Sp. T. 1922) 66 N. Y. L. J. 1272.

Courts of equity have customarily enforced contracts between employers and employees, or organizations representing the employees. Unions have been enjoined from interfering with the contract relationship existing between employer and employees. *Hitchman Coal Co. v. Mitchell* (1917) 245 U. S. 229, 38 Sup. Ct. 65; *Booth & Bro. v. Burgess* (1906) 72 N. J. Eq. 181, 65 Atl. 226; see (1920) 20 COLUMBIA LAW REV. 696. Equity courts have enjoined the unincorporated representatives of employees from conspiring to interfere with the contractual relationship of employer and individual employee. *Reynolds v. Davis* (1908) 198 Mass. 294, 84 N. E. 457. Also courts have enjoined labor unions from breaking a contract made between employers and the union. *Barnes v. Berry* (C. C. 1907) 156 Fed. 72. Under the doctrine of mutuality of remedy, therefore, the labor unions and the employees are entitled to the same remedy against the employers. Attempts have been made by statute to prohibit the use of injunctions in labor disputes. *Ariz. Rev. Stat.* (1913) § 1464; *Ore., Laws* 1919, c. 346. But such statutes have generally been declared unconstitutional, *Truax v. Corrigan* (1921) 42 Sup. Ct. 124; see (1922) 22 COLUMBIA LAW REV. 252; *Bogni v. Perotti* (1916) 224 Mass. 152, 112 N. E. 853; *contra*, *Greenfield v. Central Labor Council* (Ore. 1920) 192 Pac. 783; or have not effectually prevented courts from continuing to grant injunctions. *Central Labor Council v. Heitkemper* (1920) 99 Ore. 1, 192 Pac. 765. The instant case seems plainly sound if there was an existing contract between the employers and the labor union on Oct. 25, 1921, and a conspiracy by the defendant association to cause a breach thereof. The plaintiff would be entitled to equitable relief on the well-established grounds of inadequacy of damages at law. The decision should silence one of the objections of labor unions to the use of the injunction in labor disputes, as it demonstrates the mutuality of relief for both employer and employee.

TRIALS—QUOTIENT VERDICT.—In a negligence action each juror set down an estimate of the amount the plaintiff ought to recover, and the average of these was adopted as the verdict. *Held*, for the plaintiff. As there was no agreement that

the sum thus calculated should constitute the verdict, it was not invalid as a quotient verdict. *Fox v. McCormick* (Kan. 1921) 202 Pac. 614.

A verdict which is the result of chance cannot stand. *Mitchell v. Ehle* (N. Y. 1833) 10 Wend. 595. Therefore, a quotient verdict will be set aside where the jurors agree in advance to accept as their verdict any sum so determined. *International Agri. Corp. v. Abercrombie* (1913) 184 Ala. 244, 63 So. 549; *Ward v. Light, etc. Co.* (1906) 132 Iowa 578, 108 N. W. 323; *contra, Cleland v. Borough of Carlisle* (1898) 186 Pa. St. 110, 40 Atl. 288 (where the verdict was not unjust and no juror dissented). Quotient verdicts place too much control in the hands of one juror. See *Lee v. Chute* (1875) 10 Nev. 149, 153. Furthermore, they do not represent the deliberate judgment of the jury. See *Southern Ry. v. Williams* (1896) 113 Ala. 620, 625, 21 So. 328. A quotient verdict will stand, however, where there was not the previous agreement. *El Paso Elec. Ry. v. Lee* (Tex. Civ. Ap. 1920) 223 S. W. 497; *City of Battle Creek v. Haak* (1905) 139 Mich. 514, 102 N. W. 1005. But where the quotient method is previously agreed upon, merely adding a nominal sum to round out the figure will not validate the verdict. *Ottawa v. Gilliland* (1901) 63 Kan. 165, 65 Pac. 252. And the result has been held bad although subsequently agreed to by another ballot. *United Iron Works v. Wagner* (1917) 98 Wash. 453, 167 Pac. 1107. To prove a quotient verdict is a matter of considerable difficulty. The court cannot set it aside where the only evidence of it is the figuring on a paper. *Driscoll v. Nelligan* (1899) 46 App. Div. 324, 61 N. Y. Supp. 692. Nor is an inference from the amount sufficient. *Larson v. Wisconsin Ry., etc. Co.* (1917) 138 Minn. 158, 164 N. W. 666. Also, the return cannot be impeached by the testimony of a juror. *Beaubien v. Detroit United Ry.* (Mich. 1921) 185 N. W. 855; *McDonald v. Pless* (1915) 238 U. S. 264, 35 Sup. Ct. 783 (oral testimony); *Shepherd v. Inman-Coulson Lumber Co.* (1917) 86 Ore. 652, 168 Pac. 601 (by affidavit); but *cf. Beakley v. Optimist Printing Co., Ltd.* (1915) 28 Idaho 67, 152 Pac. 212 (under a statute); see *Kimic v. Railway* (1909) 156 Cal. 379, 397, 104 Pac. 986 (under a statute). But such testimony may be given in support of a verdict. *Birmingham Ry. Light & Power Co. v. Moore* (1906) 148 Ala. 115, 42 So. 1024. The vicious feature, which is missing in the instant case, seems to be the agreement to leave the outcome to chance, since a compromise as to the amount of damages where unliquidated has been sustained. *Hamilton v. Owego Water Works* (1897) 22 App. Div. 573, 48 N. Y. Supp. 106, *aff'd* (1900) 163 N. Y. 562, 57 N. E. 1111.